SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - Quality Control Requirements.
 - 2. Administrative and procedural requirements for quality assurance and quality control.

B. Related Sections:

- Section 01 32 00 Construction Progress Documentation: Developing a schedule of required tests and inspections.
- 2. Section 01 73 29 Cutting and Patching: Repair and restoration of construction disturbed by testing and inspecting activities.
- 3. Divisions 02 through 50 Sections: Specific test and inspection requirements.

1.02 QUALITY CONTROL REQUIREMENTS

- A. General: The Contractor shall establish a system of inspections and tests of his work and that of his subcontractors to insure that all applicable requirements of the specifications are met.
 - 1. The Contractor shall be diligent to insure that the quality of workmanship is satisfactory, that dimensional requirements are met, that defective materials are not used and that all required control and laboratory testing procedures are effected.
 - 2. Where specific testing procedures are not stipulated, the Contractor shall establish and conduct a test procedure to insure adherence to specified quality.
 - 3. The Contractor shall make an initial inspection of each phase of work as soon as a representative portion has been completed, and the Contractor shall make daily follow-up inspections, to insure that an acceptable quality of work is established and maintained.
 - 4. The Contractor shall perform a pre-final inspection and work off all punch list items prior to Architect's or Owner's inspection(s).

1.03 DEFINITIONS

- A. Conventional Inspections: Inspections, not specifically required by Code, which are considered essential to the proper performance of the building systems.
- B. Inspections: Evaluation of systems, primarily requiring observation and engineering judgment.
- C. Quality-Control Services: Conventional inspections, special inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. Services do not include contract enforcement activities performed by Architect.
- D. Special Inspections: Inspections, required by Code, which monitor the quality of materials and workmanship critical to the structural integrity of the building.
- E. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- F. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
- G. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.
- H. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a
 testing agency qualified to conduct product testing and acceptable to authorities having
 jurisdiction and the Owner, to establish product performance and compliance with industry
 standards.
- J. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

- K. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- L. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- M. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- N. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.04 QUALITY ASSURANCE AND CONTROL SERVICES REQUIREMENTS

- A. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
- B. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, the Contract Documents or authorities having jurisdiction are not limited by provisions of this Section.

1.05 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement, unless directed otherwise by the Owner. Refer uncertainties and requirements that are different, but apparently equal, to the Architect, in writing, for the Owner's decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect, in writing, for the Owner's decision before proceeding.

1.06 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - Record of temperature and weather conditions at time of sample taking and testing and inspecting.

- 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
- 12. Name and signature of laboratory inspector.
- 13. Recommendations on retesting and re-inspecting.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.07 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 - Notify Architect seven days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 6. Demolish and remove mockups when directed, unless otherwise indicated.

1.08 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. Payment for these services will be made from allowances, as authorized by the Owner.

- Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Modification.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction, at no additional expense to the Owner or Architect. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 1. Where services are not indicated as Owner's responsibility, engage a qualified testing agency to perform these quality-control services.
 - Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 3. Notify testing agencies and Architect at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 - 4. For all quality-control services that are not indicated as Owner's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 - Submittal Procedures.
- D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect, Owner, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.09 STANDARD AND INDUSTRY SPECIFICATIONS

- A. Any material or operation specified by reference to the published specification of a manufacturer, The American Society for Testing and Materials (ASTM), The American Standards Association (ASA), Federal Specifications, or other published standard shall comply with the requirements of the current specification or standard listed. Should there be a discrepancy between the referenced specification and the contract documents the latter shall govern unless written interpretation is obtained from the Owner. Should there be discrepancies among referenced specifications or standards, the more stringent requirements shall govern.
- B. The Contractor shall, if requested, furnish an affidavit from the manufacturer(s) certifying that the materials or products being furnished meet the requirements specified. Such certification, however, shall not relieve the Contractor from the responsibility of complying with other requirements of the contract documents.

1.10 MANUFACTURER'S DIRECTIONS

A. All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturers unless herein specified to the contrary. Should there be a discrepancy between an installation as required by the drawings and/or specifications and the manufacturer's directions and/or recommendations, such discrepancy shall be brought to the attention of the Architect and shall be resolved before the work may proceed.

1.11 APPROVED MATERIAL REQUIREMENTS

A. In the event the architectural, plumbing, mechanical and/or electrical requirements of any "APPROVED" material is different from that specified and/or as indicated on the drawings, any additional cost involved shall be the responsibility of the Contractor. No extra cost to the Owner or Architect will be allowed because of the use of such materials.

1.12 USE OF FOREIGN MATERIALS

A. The Contractor shall agree to use in the execution of this contract only materials, supplies, and products manufactured, mined, processed or otherwise produced in accordance with the Buy American Act (41 USC 10a-10d).

1.13 EXAMINATION OF SURFACES AND/OR CONDITIONS

A. The Contractor shall examine all surfaces on which, or against which, their work is to be applied and shall notify the Architect in writing of any defects the Contractor may discover which, in the Contractor's opinion, would be detrimental to the proper installation or operation of the Contractor's products. Commencing of work by the Contractor denotes acceptance by Contractor of all surfaces and conditions affecting Contractor's work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - Comply with the Contract Document requirements for Section 01 73 29 Cutting and Patching.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION